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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Diagnostics for the Real World, Ltd.

Application No./Patent No.: 10/522,609

Filed/Issue Date: February 21, 2006

Entitled:

Diagnostics for the Real World, Ltd.

a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☐ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 017594, Frame 0762, or for which a copy therefore is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at

Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at

Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at

Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

(NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

✓ \_\_\_\_\_  
Signature

✓ Dec 03, 2008  
Date

✓ Helen H. Lee  
Printed or Typed Name

\_\_\_\_\_  
Telephone Number

✓ CEO of DRW, Ltd  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 10, 2006

PTAS



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HELLER EHRMAN LLP  
1717 RHODE ISLAND AVENUE, N.W.  
WASHINGTON, DC 20036

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 02/21/2006

REEL/FRAME: 017594/0762

NUMBER OF PAGES: 14

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

LEE, HELEN HWAI-AN

DOC DATE: 01/16/2006

ASSIGNOR:

SMETHAM, GRANT TIMOTHY LEWIS

DOC DATE: 01/26/2006

ASSIGNOR:

STANKUS, PHILLIP JOHN

DOC DATE: 01/27/2006

ASSIGNOR:

HAZLEWOOD, SHAUN CHRISTOPHER

DOC DATE: 01/25/2006

ASSIGNOR:

NADALA, ELIPIDIO CESAR BRAGA

DOC DATE: 01/18/2006

ASSIGNOR:

WISNIEWSKI, CRAIG ALAN

DOC DATE: 01/18/2006

ASSIGNEE:

DIAGNOSTICS FOR THE REAL WORLD,  
LTD.

840 DEL REY AVENUE  
SUNNYVALE, CALIFORNIA 94085

SERIAL NUMBER: 10522609

PATENT NUMBER:

TITLE: LIQUID SAMPLER AND METHOD

FILING DATE: 02/21/2006

ISSUE DATE:

STEVEN POST, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

**ASSIGNMENT AND AGREEMENT**

WHEREAS, Helen Hwai-an LEE, Grant Timothy Lewis SMETHAM, Phillip John STANKUS, Shaun Christopher HAZLEWOOD, Elipidio Cesar Braga NADALA, and Craig Alan WISNIEWSKI (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **LIQUID SAMPLER AND METHOD** for which an application for United States Letters Patent was filed on **January 25, 2005** as Application No. **10/522,609**; and

WHEREAS, **Diagnostics for the Real World, Ltd.**, having its principal place of business at **840 Del Rey Avenue, Sunnyvale, CA 94085** (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in view of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Heller Ehrman LLP the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Heller Ehrman LLP do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

NAMES AND SIGNATURES OF INVENTORS		
Name: Helen Hwai-an LEE	Signature: <i>HHL</i>	Date: Jan 16, 2006
Name: Grant Timothy Lewis SMETHAM	Signature:	Date:
Name: Phillip John STANKUS	Signature:	Date:
Name: Shaun Christopher HAZLEWOOD	Signature:	Date:
Name: Elpidio Cesar Braga NADALA	Signature:	Date:
Name: Craig Alan WISNIEWSKI	Signature:	Date:
NAMES AND SIGNATURES OF WITNESSES		
Name: VIVIAN LAITILA	Signature: <i>Vivian Laitila</i>	Date: JAN 16 2006
Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:

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NAMES AND SIGNATURES OF INVENTORS		
Name: Helen Hwai-an LEE	Signature:	Date:
Name: Grant Timothy Lewis SMETHAM	Signature: 	Date: 26/01/06
Name: Phillip John STANKUS	Signature:	Date:
Name: Shaun Christopher HAZLEWOOD	Signature:	Date:
Name: Elpidio Cesar Braga NADALA	Signature:	Date:
Name: Craig Alan WISNIEWSKI	Signature:	Date:
NAMES AND SIGNATURES OF WITNESSES		
Name:	Signature:	Date:
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Name:	Signature:	Date:

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NAMES AND SIGNATURES OF INVENTORS		
Name: Helen Hwai-an LEE	Signature:	Date:
Name: Grant Timothy Lewis SMETHAM	Signature:	Date:
Name: Phillip John STANKUS	Signature: 	Date: 27 JAN 2006
Name: Shaun Christopher HAZLEWOOD	Signature:	Date:
Name: Elipidio Cesar Braga NADALA	Signature:	Date:
Name: Craig Alan WISNIEWSKI	Signature:	Date:
NAMES AND SIGNATURES OF WITNESSES		
Name:	Signature:	Date:
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Name: Helen Hwai-an LEE	Signature:	Date:
Name: Grant Timothy Lewis SMETHAM	Signature:	Date:
Name: Phillip John STANKUS	Signature:	Date:
Name: Shaun Christopher HAZLEWOOD	Signature: 	Date: 2/21/10
Name: Elpidio Cesar Braga NADALA	Signature:	Date:
Name: Craig Alan WISNIEWSKI	Signature:	Date:
NAMES AND SIGNATURES OF WITNESSES		
Name:	Signature:	Date:
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Name: Grant Timothy Lewis SMETHAM	Signature:	Date:
Name: Phillip John STANKUS	Signature:	Date:
Name: Shaun Christopher HAZLEWOOD	Signature:	Date:
Name: Elipidio Cesar Braga NADALA	Signature: <i>CB Nadala</i>	Date: 1/18/06
Name: Craig Alan WISNIEWSKI	Signature: <i>CW Wisniewski</i>	Date: 1-18-06
NAMES AND SIGNATURES OF WITNESSES		
Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:
Name: VIVIAN LAITILA	Signature: <i>Vivian Laitila</i>	Date: JAN 18 2006
Name: VIVIAN LAITILA	Signature: <i>Vivian Laitila</i>	Date: JAN 18 2006